

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16-T4153
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Toxic Substances Control

CONTRACTOR'S NAME

Los Angeles Trade Technical College

2. The term of this Agreement is: July 18, 2016 through December 31, 2017

3. The maximum amount of this Agreement is: \$ 201,820.00
 Two Hundred One Thousand Eight Hundred Twenty Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 7 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 2 page(s)

Attachment 1 – Workforce Program Workplan 12 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Los Angeles Trade Technical College		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Leticia Barajas		
ADDRESS 400 W Washington Blvd, Los Angeles, CA 90015		
STATE OF CALIFORNIA		
AGENCY NAME Department of Toxic Substances Control		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Scholte, Procurement and Contracting Officer		
ADDRESS 1001 I Street, PO Box 806, Sacramento, CA 95812-0806		

Exempt per:

1. This Contract is entered into between Los Angeles Trade Technical College (LATTTC) (Contractor) and the Department of Toxic Substances Control (DTSC) to provide facilities, training, and workforce development and placement functions for the DTSC Workforce Development and Job Training Program. The term of this Contract is through December 31, 2017 and shall not exceed \$201,820.00.
2. The Contract Managers during this term of this Contract will be:

DTSC Contract Manager

Roger Kintz
9211 Oakdale Avenue
Chatsworth, CA 91311-6505
Phone: (818) 618-9745
Email: Roger.Kintz@dtsc.ca.gov

LATTTC Contract Manager

Leticia Barajas
400 W Washington Blvd
Los Angeles, CA 90015
Phone: (213) 763-7071
Email: BarajaLL@lattc.edu

3. The above Contract Managers may be changed at any time upon written notification to each party involved with a copy to DTSC's Contracts Unit.
4. **Background**

DTSC's Workforce Program directly supports Governor Brown's plan to expedite and expand the cleanup of residential properties, schools, daycare centers, and parks around the now-closed Exide Technologies (Exide) Battery Recycling facility (Facility) located at 2700 Indiana Street in Vernon, California. The Workforce Program will expand community engagement in the assessment, testing, and cleanup process; enhance coordination and job training for community residents; and will directly benefit the local economy. A portion of the Exide Project Funding will be used to develop the Workforce Program in partnership with experienced workforce development programs and training partners.

The goal of DTSC's Workforce Program is to successfully move under-employed residents into short-term jobs related to the cleanup efforts, provide long-term sustainable career opportunities in the environmental field and related trades, and provide college credits towards future academic pursuits. The Workforce Program aims to meaningfully employ community residents in proximity of the Exide Facility in the cleanup of their communities by promoting the use of targeted local hire requirements for contracting employment of women, disadvantaged workers, and local community residents for jobs that may otherwise be filled by workers outside these affected communities. Through the Workforce Program, health and safety training, environmental skills, and life skills will be provided to community residents. Pre-apprenticeships, certifications, and academic credits may be obtained. The training for the pre-qualified workforce will be at no cost to C/S/E's associated with the Exide Project.

5. **Scope of Work**

A Work Plan for the Workforce Program activities is attached and by this reference incorporated into this Contract (Attachment 1). The Purpose of this Work Plan is to describe the Workforce Development required actions and timelines, describe potential partners and roles, outline training needed for the classified positions, and explain the targeted hiring requirements. The Exide Expedited Cleanup Project (Phase II Residential Project) will involve future removal, remediation, and abatement activities. DTSC will develop a separate Work Plan for the Phase II Residential Project.

Work Plan Phase I:

This Work Plan outlines DTSC's Workforce Development and Job Training Program (Workforce Program) for the Exide XRF Scanning, Sampling and Analysis Project (Phase I Residential Project). The Statement of Work (SOW) describes the Phase I Residential Project objectives and Contractor/Subcontractor/Employer (C/S/E's) requirements.

The Workforce Program will focus training on Phase I Project requirements outlined in the SOW, providing required health and safety certifications, industry credentials, and training specific to the SOW for the Phase I Project. The C/S/E's will be able to hire pre-qualified and trained skilled-labor for the Phase I Project.

The selected workforce development partner, Los Angeles Trade Technical College (LATTC), will enter into contract with DTSC to provide facilities, training, and workforce development and placement functions needed for the Phase I Project.

Based on workforce projections needed for the Phase I Project, the Workforce Development Partner, LATTC, along with community participation, will perform outreach to recruit low-income young adults, women, veterans, and community members from the six surrounding communities of Vernon, Bell, Huntington Park, (City of Los Angeles-Boyle Heights), Commerce and Maywood. LATTC will contract with needed training providers to provide the necessary training and training facilities directly. Specified training partners will be responsible for specific trainings needed for the cohort. Additional scope and responsibilities are outlined below.

Specific Functions for the Workforce Development Partner (LATTC)

- LATTC is able to provide college credit for work experience and training including industry certifications and stackable credential training classes.
- LATTC has a broad age and demographic outreach for students, including veterans and under or unemployed residents in disadvantaged communities in Los Angeles, and is able to offer multilingual classes.
- LATTC will provide life skills training and student support through its on-campus career center to assist workforce development graduates with life management issues and sustainable employment.
- LATTC will serve as the workforce development partner and will subcontract with University of California, Los Angeles (UCLA) Labor Occupational Safety and Health Program (UCLA-LOSH) and Thermo-Fischer Scientific for a portion of the training classes.
- LATTC will perform outreach and recruitment for a 10-15 student cohort for training, abiding by DTSC's targeted local hire requirements.
- Perform outreach and recruitment in local targeted communities for potential trainees to form a 10-20 student cohort.
- Conduct Orientation sessions for potential students.
- Conduct Public Meetings.

- Assist in recruitment of existing qualified candidates for job positions in Phase I Project.
- Provided Life Skills training including basic skills and Interview preparation. Provide training facilities with public transit and access to students.
- Facilitate and subcontract with Training Partners to provide required health and safety training to students.
- Provide academic credit when possible, to students who successfully complete training.
- Provide case tracking/management of graduates.
- Assist in job placement including coordination with the DTSC's Exide contractors.
- Participate and co-host Community/Partnership Meetings as requested for Workforce Program updates.
- Provide Periodic Reporting to DTSC, including accounting for expenditures, trainings provided, placement, and workforce development milestone completion.

Phase I Project Classes to be Provided

- 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification- UCLA-LOSH.
- 8-hour California Department of Public Health (CDPH) Certified Lead Sampling Technician Training- NATEC.
- 8-hour X-Ray Fluorescence (XRF) Equipment Operator Certification- Fischer Scientific.
- X-Ray Radiation Safety Training- Fischer Scientific.
- Life Skills Training- LATTC.
- 40-hour CDPH Certified Lead Assessor/Inspector Training (*This training will only be provided if qualified applicants can be found that meet CDPH required education and experience requirements and can qualify for examination during the Phase I Project.*)

Life Skills Training

LATTC will provide life skills training during the Phase I Project. Trainees will receive training including job readiness and resume development, interviewing skills, social skills and services, time management, parenting skills, how to overcome chemical dependencies, and communication skills.

Academic Credit

Through DTSC's partnership with LATTC, academic credits may be provided for successful completion of applicable training courses and certifications.

Employment Placement and Tracking

LATTC will perform job placement, on the job training, and tracking. DTSC will use Local Workforce Employment Requirements (Local Hire) and Local Employment Hiring Plans to require the prime contractors to demonstrate how they will meet the local hire requirement. The Local Hire requirement will require hiring Local Residents, Disadvantaged Workers and women. The Requirement is at least 40% of total hours worked on the Project shall be

performed by Community Area Residents, with preference given to Targeted Local Workers who qualify as Disadvantaged Workers, and at least 25% of the total hours worked on the Project shall be performed by Disadvantaged Workers. LATTC will work with local unions, employment development organizations, workforce centers, and contractors to assist with placement of successful graduates of DTSC's Workforce Program into paid on-the-job training and employment opportunities. The workforce development partner will conduct tracking, case management and support services to graduates to maximize retention and success. DTSC's Workforce Program has a targeted goal of 90% placement of graduates.

Projected Employment Positions and Requirements:

Total Projected Positions

- Contract Manager (1)
- QA/QC Officer (1)
- QC Inspectors (3)
- Project Manager Lead Certified Industrial Hygienist (1)
- Health and Safety Officers (2)
- Assistant Project Manager (4)
- **Certified Lead Assessor (7)***
- **Certified Lead Sampling Techs (14)***
- Analytical Testing: Certified Industrial Hygienist (1) and Laboratory Scientist (1)

*Bolded positions indicate that training will be provided by the Workforce Program if needed by applicants.

Workforce Orientation/Training Schedule for Phase I:

Week of July 11th - New Student Orientation- LATTC

July 18-22 - 40 hour HAZWOPER- UCLA-LOSH

Week of July 25th - 8 hour CDPH Lead Sampling Technician Course – NATEC

Week of July 25th – 8 hour XRF and X-Ray Radiation Safety- Thermo Fischer Scientific

6. **Amendment**

The Scope of Work and Budget includes activities necessary for the implementation of Phase 1 of the local workforce development plan. This contract may be amended in writing for further local workforce development plan activities with additional time and funding.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. Contractor will be paid upon satisfactory completion of work as identified in the Scope of Work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill the State in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead. The invoice shall include the Contract Number and date(s) of service covered. Submit all invoices to:

Department of Toxic Substances Control
Attn: Contracts Unit
P. O. Box 806, Floor 21-5
Sacramento, California 95812-0806

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a Contract amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

BUDGET

The total projected budget \$201,280.00. A breakdown of the budget is presented below.

Budget			Workforce Development for 20 Student Cohort			
Budget Item	Budget	Amount	Description			
1000	Program Coordination	\$ 120,000	Program Director for Exide (24 months x 5000)			
1000	Instruction - Softskills	\$ 14,400	2 Courses Basic Skills & Life Skills classes			
3000	Benefits *	\$ 52,320				
5000	Contracts : highlighted	\$ 15,000				
5000	LOSH	\$ 500/student	40 hour HAZWOPER Certification			
5000	LOSH (subcontracting	\$ 500/student	40 hour CDPH Certified Lead Assessor Certification * Only if training is needed, will it be provided			
	LOSH (subcontracting	\$100/student	8 hour CDPH Certified Lead Sampling Technician Certification			
5000	Thermo Fischer	\$100	8 Hour XRF Equipment Operator Certification			
5000	Thermo Fischer	No costs	X Ray Radiation Safety Training			
	*Benefits: to include Student vouchers for Training hardship accomodation: eg; child care/ Transportation/health care					
	*Contracts: to include subcontracts to training providers for the Workforce.					
Total Cost Estimate		\$ 201,820				

SPECIAL TERMS AND CONDITIONS

Contract Limits

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

Approval of Work

Notwithstanding the Approval Clause in Exhibit C current General Terms and Conditions (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon Contractor's conformance to the requirements of the Scope of Work, Exhibit A. The State's acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

Assignment of Rights, Delegation of Duties

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of the State. State's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. Contractor may not, without prior written consent of the State, assign any other right.

Audit

Notwithstanding the Audit Clause in Exhibit C in the current GTC, DTSC adds the following:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

Confidentiality

To the extent permitted by the California Public Records Act (Government Code § 6250-6276.48), all data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working

hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all Subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

Conflict of Interest

The prospective Contractor shall disclose any financial, business, or other relationship with DTSC that may have an impact upon the outcome of this Contract and/or any ensuing project to follow. The prospective Contractor shall also list current clients who may have a financial interest in the outcome of this project. This Contract also complies with Public Contract Code, (PCC) 10410 and 10411.

Copyrights and Ownership of Data

The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to the State from the moment of creation.

The State retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into an Contract with another party in order to perform the work required under this Contract, the Contractor shall require the Contract to include language granting the State the copyright for any data created, provided, developed, or produced under the Contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any data where the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

Dispute

Notwithstanding the current GTC and in compliance with PCC 10381, DTSC adds:

Except as otherwise provided, if Contractor disputes a decision of Contract Manager regarding the performance under this Contract or other issue for which Contract Manager is authorized by this Contract to make a binding decision Contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason Contractor believes the decision of the Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support Contractor's position; and, 4) the dollar amount in dispute (if known).

Contract Manager shall issue a dispute decision within ninety (90) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to Contractor by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and, 4) a statement of Contract Manager's decision with supporting rationale.

The decision of Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of Contract Manager's decision, Contractor files a notice of appeal addressed to the Director, Department of Toxic Substances Control.

In connection with any appeal proceeding under this Contract, both parties shall be afforded an opportunity to be heard and to offer evidence and oral argument in support of their positions. The Director or his designee shall appoint one or more examiners to conduct appeal proceedings and to make recommendations to the Director or his designee as to the proper findings and conclusions to be reached in the appeal. During the pendency of any dispute, Contractor shall diligently continue all Contract work and comply with all Contract Manager orders and directions.

Entire Contract

This Contract supersedes all prior agreements; oral or written, made with respect to the services provided herein.

Governing Law

The laws of the State of California shall apply to the Agreement to both interpretation and performance.

News Releases and Publicity

The Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures of this Contract, the meetings or decisions related to this Contract, or to the status of work related to this Contract without prior written approval of DTSC.

Patent

If the development of an invention occurs during the terms of this agreement, the state reserves the rights to assignment and registration of such invention with the U.S. Patents Office. Permission by the State may be granted to inventor for application for Patent with all rights reserved in the State of California.

Payments

Payments to Contractor shall be considered to include reimbursement for all taxes paid by Contractor under this Contract.

For purposes of time reporting, increments of more than fifteen minutes and up to thirty minutes will be considered one-half hour for those agreement rate categories based on an hourly rate. Overtime will be compensated at the hourly rate (straight time). No standby time will be compensated.

Personal Services

This agreement has complied with the Standards set forth in Government Code Section 19130(b), and Public Contract Code Section 10337.

Potential Subcontractors

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any Subcontractors, and no Subcontractor shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

Professional Work

All work to be performed in accordance with all acceptable State standards.

Release of Claims

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

Release of Data

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the data. Data include, but are not limited to drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

Responsibilities Upon Termination

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c. Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- d. Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Rights to Data

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

Severability

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

Substitution of Subcontractors

After award of a contract, the successful Contractor must use the DVBE subcontractors and/or suppliers proposed in the bid/proposal to the state unless a substitution is requested. The Contractor must request the substitution in writing to the awarding agency and the awarding agency must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substituted firm will perform.

Termination for Convenience

Notwithstanding the current GTC termination clause, DTSC adds the following:

DTSC may terminate performance of work under this agreement in whole or from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall:

- 1) Stop work as specified in the Notice of Termination.
- 2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
- 3) Terminate all subcontracts to the extent they relate to the work terminated.
- 4) Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of the agreement.
- 5) Resolve all outstanding liabilities arising from the termination of subcontracts and supplier agreements. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in the Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for

Convenience and accepted by State that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under the agreement. Contractor shall submit to DTSC within thirty (30) calendar days an invoice for the amount that represents the work performed and expenses incurred to the effective date of termination.

Termination for Default

State may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this contract and shall fail to cure such default within a period of ten (10) days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default".

If after notice of termination of this contract for default, it is determined by State or a court that Contractor was not in default or that Contractor's failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event State terminates this contract in full or in part as provided in this Termination for Default provision, State may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and Contractor shall be liable to State for any excess costs reasonably incurred for such similar supplies or services. Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. Contractor's refusal to accept or perform work assigned under the terms of this contract shall be deemed an intentional act in default of this contract.

ADDITIONAL PROVISIONS – DEFINITIONS

1. Accounting Practices and Direct Costs

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs cannot exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the contract must not be otherwise charged to the Contract. Direct costs cannot be unlawful under any applicable statute and cannot be precluded from allow ability by any provision of the particular Contract of concern.

2. Procurement and Contracting Officer or Designee

The Department of Toxic Substances Control Official located in the Contract and Business Management Branch with delegated authority to sign Contracts and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

3. Contract Manager

The State official designated in the Contract to represent the State in the ongoing management and administration of the Contract and Amendments issued under the authority of the Contract. This individual serves as the focal point for all Contracts between the State and the Contractor.

4. Contractor Representative

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract.

5. Contractor

The individual, partnership, association, or any combination thereof, who has entered into a contractual Contract with the State. The State may direct Contractors to work alone or in cooperation with other Contractors depending on the nature of the work required and the services provided by the Contractor.

6. Director

The Director of the Department of Toxic Substances Control, State of California, or Director's designee.

7. Excluded Costs- examples of costs which are not allowable:

- All mileage for ground transportation in excess of the rate prescribed by the State for reimbursement of non-represented employees.
- All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.
- Unsupported general contingency costs.

- Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.
- All interest, fines and penalties paid on delinquent taxes.
- All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the Contract.
- All gifts, contributions, and donations.
- Losses incurred under other Contracts.
- All Federal income taxes and Federal excess profit taxes.
- All taxes from which the Contractor could have obtained an exemption, but failed to do so.
- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-Contract costs incurred prior to the effective date of the Contract directly pursuant to and in anticipation of the award of the Contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

8. State

The State of California acting through the Department of Toxic Substances Control.

9. Subcontractor

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State.



DTSC Workforce Development and Job Training Program: Work Plan for Phase I

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I. Purpose

This Work Plan outlines DTSC’s Workforce Development and Job Training Program (Workforce Program) for the **Exide XRF Scanning, Sampling and Analysis Project** (Phase I Residential Project), as described in IFB No. I1516-13 (Attachment A). The Statement of Work (SOW) describes the Phase I Residential Project objectives and Contractor/Subcontractor/Employer (C/S/E’s) requirements.

The Purpose of this Work Plan is to describe the Workforce Development required actions and timelines, describe potential partners and roles, outline training needed for the classified positions, and explain the targeted hiring requirements. The Exide Expedited Cleanup Project (Phase II Residential Project) will involve future removal, remediation, and abatement activities. DTSC will develop a separate Work Plan for the Phase II Residential Project.



II. Background

California's Environmental Protection Agency's Department of Toxic Substances Control (DTSC) is the lead agency tasked with overseeing the sampling and testing of soil for lead, and cleanup of lead- contaminated soil at residential properties surrounding the now-closed Exide Technologies (Exide) Battery Recycling facility (Facility) located at 2700 Indiana Street in Vernon, California (hereinafter "Exide Project").

Recently, California Governor Edmund G. Brown Jr. requested and signed legislation that directed \$176.6 million to fund expedited and expanded testing and cleanup of residential properties, schools, child daycare centers, and parks within a 1.7-mile radius of the Exide Facility (hereinafter "Exide Project Funding"). The area within a 1.7-mile radius of the Exide Facility is referred to as the Preliminary Investigation Area or PIA.

DTSC's Workforce Program directly supports Governor Brown's plan to expedite and expand the cleanup of residential properties, schools, daycare centers, and parks around the Exide Facility. The Workforce Program will expand community engagement in the testing and cleanup process, enhance coordination and job training for community residents, and will directly benefit the local economy. A portion of the Exide testing and cleanup funding will be used to develop the Workforce Program in partnership with experienced workforce development programs and training partners.

The goal of DTSC's Workforce Program is to successfully move under-employed residents into short-term jobs related to the cleanup efforts, provide long-term sustainable career opportunities in the environmental field and related trades, and provide college credits towards future academic pursuits. The Workforce Program aims to meaningfully employ community residents in proximity of the Exide Facility in the cleanup of their communities by promoting the use of targeted local hiring requirements for contracting employment of women, disadvantaged workers, and local community residents for jobs that may otherwise be filled by workers outside these affected communities. Through the Workforce Program, health and safety training, environmental skills, and life skills will be provided to community residents. Pre-apprenticeships, certifications, and academic credits may be obtained. The training for the pre-qualified workforce will be at no cost to C/S/E's associated with the Exide Project.

Resources

In addition to allocated Exide Project Funding, additional resources may be provided through state representatives, vocational service organizations (VSO's), Employment Development (EED), Americas Job Centers of California (AJCC's), State/Los Angeles County/City Workforce Investment Boards (WIB), and the Workforce Innovation Opportunity Act (WIOA), Prop 39 funds, and SB 118 Funds.

Community Description

The communities potentially affected by the Exide Facility's past operations include: Boyle Heights, Commerce, Maywood, Bell, Huntington Park, and Vernon. DTSC is assessing potential contamination in approximately 10,000 residential properties in the PIA. These affected communities are considered within top 10% and 20% of the most polluted and vulnerable areas in the state identified by the California Environmental Protection Agency's CalEnviroScreen



2.0 screening tool. Due to the low-income and high-unemployment in the affected areas (nearly twice as high as county average), the affected communities would greatly benefit from job training and employment.

General Scope of Work for Phase I Project

As described in Attachment A, Information for Bid (IFB): Exide XRF Scanning, Sampling and Analysis Project, IFB No. I1516-13, pages 5-6:

The Contractor shall provide personnel, services, materials and equipment to accomplish this Statement of Work (SOW) and the attached Work Plan for Sampling and Analysis of Properties in the Vicinity of the Exide Facility (“Work Plan”) (Attachment 4). Staff from the DTSC, Los Angeles County, and the local community is collecting access agreements to obtain permission for sampling. This SOW is for the assessment of soil for approximately 8,500 properties within the PIA (Figure 1). The proposed completion date for all activities is September 30, 2017.

The U.S. Department of Housing and Urban Development, Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing, July, 2012 (Guidelines) must be followed during the investigation and remediation of lead contaminated soil on residential and public properties pursuant to Title 17, California Code of Regulations, Division 1, Chapter 8 - Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards. These regulations require certification of Lead Inspectors/Assessors and Lead Sampling Technicians. In addition, individuals operating an X-Ray Fluorescence (XRF) analyzer that conduct lead hazard evaluations are required to comply with the regulatory requirements specified in Title 17, California Code of Regulations, division 1, chapter 5, subchapter 4 – Radiation, such as obtaining a license and completing an additional eight hours of training.

The work to be completed pursuant to this SOW is intended to accomplish the following two main objectives:

- a) Assess the level of lead concentrations in the soil at each residential property, including parks, schools, and daycares, within the PIA in order for DTSC to determine if further action is warranted. This will be accomplished by Certified Lead Inspector/Assessors and Certified Lead Sampling Technicians conducting soil screening for lead using an XRF analyzer and collecting soil samples for analysis at a state certified laboratory approved by DTSC. At each property up to 15 locations on the surface (0-3” depth interval) of lawns, bare soils, garden areas, play areas, and roof drip-zones will be analyzed with XRF. Soil from two of these locations will be sampled and submitted to a state certified laboratory for analysis for lead, antimony, cadmium, copper, arsenic and zinc; these two locations will also be analyzed for lead concentrations using XRF at 3-6, 6-12, and 12-18 inch depth intervals to determine the if subsurface soils have elevated lead concentrations which will aid in decision making for future cleanup work. Two composite soil samples will be collected from each property, one from play areas and one from non-play areas, and submitted to a state certified laboratory approved by DTSC for analysis for lead. All the assessment data and results will be documented on California Department of Health Public Health (CDPH) and



DTSC approved forms and provided in an electronic and hard copy format approved by DTSC.

- b) Determine if deteriorating LBP is present on the exterior of onsite structures. This will be accomplished by certified assessors and sampling technicians using an XRF analyzer at up to six (6) exterior structure locations. If XRF results for the exterior structures exceed the Los Angeles County lead abatement standard and deteriorating paint is visible in the soil or on the structures then the affected area will be photographed and documented for possible future remediation by a certified Lead Based Paint contractor.

Prior to site entry, the Contractor shall ensure that:

- a) Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a Health and Safety Plan [HASP] signed by an appropriate safety professional), and operating procedures review have been completed;
- b) All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
- c) Equipment and materials are on-hand to safely and efficiently complete the work;
- d) Proper site access authorization has been obtained, and
- e) Proposed project employees have read and signed the HASP.

Local Workforce Employment Requirement

For the Phase I Project, C/S/E's are required to provide a Local Hire Employment Plan (LHEP), describing in detail how they will meet DTSC's local workforce employment requirement. 35 total positions are identified in the Phase I Project. As described in ATTACHMENT 6 – Organization Description and Chart, Exide XRF Scanning, Sampling and Analysis Project, IFB No. I1516-13, page 19:

The Prime Contractor shall ensure that the following targeted hiring requirements are met for the project:

- a) At least 40% of total hours worked on the Project shall be performed by Community Area Residents, with preference given to Targeted Local Workers who qualify as Disadvantaged Workers. For any hour of Project Labor Work for which the C/S/E seeks to meet this 40% requirement, the C/S/E must first refer individuals whose primary place of residence is within the targeted zip codes (Tier 1). After C/S/E's have exhausted the available pool of Community Area Residents and Targeted Local Workers whose primary residence is within a targeted zip code, they may refer Local Residents whose primary place of residence is within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles.
- b) At least 25% of the total Project labor hours worked on the Project shall be performed by Disadvantaged Workers residing within the targeted zip codes or within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles. Hours of Project work performed by Disadvantaged Workers may be applied towards the 40% Community Area Resident requirement of this contract.



- c) Community Area Resident means a Local Resident whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area and is within a 5-mile radius of the covered project in question.

Local Residents are residents who reside within the PIA identified by the following zip codes: 90022, 90023, 90040, 90058, 90063, 90201, 90255, and 90270.

Tier 1 Areas: Targeted Zip Codes	Areas identified by the following zip codes: 90022, 90023, 90040, 90058, 90063, 90201, 90255, 90270.
Tier 2 Areas:	Local residents within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles.

III. Workforce Program Scope of Work

The Workforce Program will focus training on Phase I Project requirements outlined in the SOW, providing required health and safety certifications, industry credentials, and training specific to the SOW for the Phase I Project. The C/S/E’s will be able to hire pre-qualified and trained skilled-labor for the Phase I Project.

The selected workforce development partner, Los Angeles Trade Technical College (LATTC), will enter into contract with DTSC to provide facilities, training, and workforce development and placement functions needed for the Phase I Project.

Based on workforce projections needed for the Phase I Project, the Workforce Development Partner, LATTC, along with community participation, will perform outreach to recruit low-income young adults, women, veterans, and community members from the six surrounding communities of Vernon, Bell, Huntington Park, (City of Los Angeles-Boyle Heights), Commerce and Maywood. LATTC will contract with needed training providers to provide the necessary training and training facilities directly. Specified training partners will be responsible for specific trainings needed for the cohort. Additional scope and responsibilities are outlined below.

Specific Functions for the Workforce Development Partner (LATTC)

- Enter into an Inter-Agency Agreement with DTSC
- Perform outreach and recruitment in local targeted communities for potential trainees to form a 10-20 student cohort
- Conduct Orientation sessions for potential students
- Assist in recruitment of existing qualified candidates for job positions in Phase I Project
- Provided Life Skills training including basic skills and Interview preparation
- Provide training facilities with public transit and access to students
- Facilitate and subcontract with Training Partners to provide required health and safety training to students
- Provide academic credit when possible, to students who successfully complete training
- Provide case tracking/management of graduates
- Assist in job placement including coordination with the DTSC’s Exide contractors
- Participate and co-host Community/Partnership Meetings as requested for Workforce Program updates



- Provide Periodic Reporting to DTSC, including accounting for expenditures, trainings provided, placement, and workforce development milestone completion

Phase I Project Classes to be Provided

- 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification- University of California, Los Angeles (UCLA) Labor Occupational Safety and Health Program (UCLA-LOSH)
- 8-hour CDPH Certified Lead Sampling Technician Training- National Association of Training and Environmental Consulting (NATEC)
- 8-hour XRF Equipment Operator Certification- Fischer Scientific
- X-Ray Radiation Safety Training- Fischer Scientific
- Life Skills Training- LATTC
- 40-hour CDPH Certified Lead Assessor/Inspector Training (*This training will only be provided if qualified applicants can be found that meet CDPH required education and experience requirements and can qualify for examination during the Phase I Project.*)

Life Skills Training

LATTC will provide life skills training during the Phase I Project. Trainees will receive training including job readiness and resume development, interviewing skills, social skills and services, time management, parenting skills, how to overcome chemical dependencies, and communication skills.

Academic Credit

Through DTSC's partnership with LATTC, academic credits may be provided for successful completion of applicable training courses and certifications.

Employment Placement and Tracking

LATTC, will perform job placement, on the job training, and tracking. DTSC will use Local Workforce Employment Requirements (Local Hire) and Local Employment Hiring Plans to require the prime contractors to demonstrate how they will meet the local hire requirement. The Local Hire requirement will require hiring Local Residents, Disadvantaged Workers and women. The Requirement is at least 40% of total hours worked on the Project shall be performed by Community Area Residents, with preference given to Targeted Local Workers who qualify as Disadvantaged Workers, and at least 25% of the total hours worked on the Project shall be performed by Disadvantaged Workers.

LATTC work with local unions, employment development organizations, workforce centers, and contractors to assist with placement of successful graduates of DTSC's Workforce Program into paid on-the-job training and employment opportunities. The workforce development partner will conduct tracking, case management and support services to graduates to maximize retention and success. DTSC's Workforce Program has a targeted goal of 90% placement of graduates.

Projected Employment Positions and Requirements

Total Projected Positions

- Contract Manager (1)
- QA/QC Officer (1)



- QC Inspectors (3)
- Project Manager Lead Certified Industrial Hygienist (1)
- Health and Safety Officers (2)
- Assistant Project Manager (4)
- **Certified Lead Assessor (7)***
- **Certified Lead Sampling Techs (14)***
- Analytical Testing: Certified Industrial Hygienist (1) and Laboratory Scientist (1)

*Bolded positions indicate that training will be provided by the Workforce Program if needed by applicants.

Sampling Technician Certificate Eligibility Requirements

Required Training:

- Lead-Related Construction Sampling Technician course (8 hours).

Required Experience and Education:

- No experience or education is required.
- No State Exam required.

CDPH Lead Inspector/Assessor Certificate Requirements

Required Training:

- Lead-Related Construction Inspection / Assessment course (40 hours); or
- Certified Industrial Hygienists may take a Lead-Related Construction Certified Industrial Hygienist Course (24 hours).

Required Education and Experience:

- A Bachelor's Degree or higher in a biological, chemical, physical science, or related field; and
- 1 year of experience in lead-related construction or a related field (such as asbestos or environmental remediation); a) conducting environmental inspections and assessing environmental health, occupational safety or environmental hazards; or b) designing projects in environmental health, occupational safety or environmental hazard reduction; or
- An Associate's Degree or higher (or 20 semester / 30 quarter college units) in a biological, chemical, physical science, or related field; and
- 2 years of experience in lead-related construction or a related field (such as asbestos or environmental remediation); a) conducting environmental inspections and assessing environmental health, occupational safety or environmental hazards; or b) designing projects in environmental health, occupational safety or environmental hazard reduction; or
- A High School Diploma or its equivalent and 3 years of experience in lead-related construction or a related field (such as asbestos or environmental remediation); a) conducting environmental inspections and assessing environmental health, occupational safety or environmental hazards; or b) designing projects in environmental health, occupational safety or environmental hazard reduction.

Timeline



The Phase 1 Project period will begin August 1, 2016. Based on the forecasted workforce needs and available funding, program participants will progress through the training program in a 10-20 student cohort to be completed by July 31, 2016.

Over a training cycle of 2 weeks, the cohort will receive 40 hours of HAZWOPER training, 8 hours of CDPH Certified Lead Sampling Technician training or 40 hours of CDPH Certified Lead Inspector/Risk Assessor training; 8 hours of XRF Operator training and X-Ray Radiation Safety Training; and life skills and job readiness training.

Each cohort will receive one year of job placement and follow-up services. The cohort is to be available for hire and start work by August 1, 2016.

Partners and Roles

Los Angeles Trade Technical College (LATTC)

LATTC has an 80+ year history of educating and preparing the Los Angeles workforce for careers in industries that fuel the regional economy. The college began in 1925 by offering a course in power sewing at a manufacturing plant-hence the roots of the college are firmly grounded in workforce education and economic development. Today Trade-Tech is a substantial provider of a knowledgeable, skilled, and prepared workforce in Los Angeles. In the last five years alone, over 75,000 individuals have participated in career-technical, workforce education and training programs at the college.

- LATTC is able to provide college credit for work experience and training including industry certifications and stackable credential training classes
- LATTC has several existing intra-agency agreements with state and local government agencies.
- LATTC has a broad age and demographic outreach for students, including veterans and under or unemployed residents in disadvantaged communities in Los Angeles, and is able to offer multilingual classes.
- LATTC has the ability to partner with other organizations and training providers such as UCLA-LOSH
- LATTC has a Youth-Build Charter program on campus
- LATTC has a life skills and on-campus career center to assist workforce development graduates with life management issues and sustainable employment.
- LATTC will serve as the workforce development partner and will subcontract with UCLA-LOSH and Thermo-Fischer Scientific
- LATTC will perform outreach and recruitment for a 10-15 student cohort for training, abiding by DTSC's targeted local hire requirements.

University of California, Los Angeles – Labor Occupational Safety and Health Program (UCLA- LOSH)

The UCLA Labor Occupational Safety and Health Program a nationally recognized center providing training, research, and other health and safety resources to workers throughout Southern California. UCLA-LOSH has received support from the National Institute for Environmental Health Sciences (NIEHS) Worker Training Program since 1987 to provide HAZWOPER and other hazmat-related training courses. Since 2010, UCLA-LOSH has also



offered health and safety training specifically targeted to underserved individuals participating in workforce development programs in Los Angeles.

- UCLA-LOSH is a HAZWOPER Training Provider
- UCLA-LOSH has an existing partnership with CDPH Certified Lead Trainers NATEC, Inc.
- UCLA-LOSH will subcontract with NATEC for CDPH lead trainings.

NATEC International, Inc.

NATEC International, Inc. is one of the largest training companies in California and has twenty-five years of experience in providing accredited hazardous material related training courses.

The NATEC staff consists of the largest instructor base in California, which is comprised of Certified Industrial Hygienists, certified asbestos consultant, lead paint inspector/ risk assessors, and supervisor. NATEC is an approved training provider for asbestos-related courses (Cal OSHA) and lead paint-related courses and lead certifications required by CDPH.

NATEC is a training partner for UCLA-LOSH, and can provide HAZWOPER and CDPH lead certification training.

NATEC is a CDPH certified trainer for UCLA-LOSH and can provide training at locations needed such as LATTC.

CDPH required certifications for Lead Sampling Technician and Lead Inspector/Risk Assessor can be provided during the month of July 2016 at LATTC.

Thermo Fischer Scientific- Portable Analytical Instruments

Thermo Fischer Scientific is a manufacturer and provider of XRF portable instrumentation. XRF is a non-destructive analytical technique used to determine the elemental composition of materials. XRF analyzers determine the chemistry of a sample by measuring the fluorescent (or secondary) x-ray emitted from a sample when it is excited by a primary x-ray source. The instruments are very useful in identifying concentrations of heavy metals, such as lead, in the field, in consumer products, on surfaces, such as lead based paint.

- XRF Training will be provided by Thermo Fischer Scientific at no cost
- X-Ray Radiation Safety Training will be provided at no cost.

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